

**CITY OF LITTLE ROCK, ARKANSAS
CAPITAL IMPROVEMENT PROJECT**

**SPECIFICATIONS
AND
BID AND CONTRACT DOCUMENTS**

FOR

**LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE
DISPLAYS
BID # 15156**



"We're Proud of Our Works"



CITY OF LITTLE ROCK ZOO

AUGUST 2015

**CITY OF LITTLE ROCK
CAPITAL IMPROVEMENT PROJECT**

BID AND CONTRACT DOCUMENTS

LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS BID #15156

The documents, information, statements, certifications, conditions, specifications and drawings hereunder listed, together with all addenda shall form part of the contract and the provisions thereof shall be as binding upon the parties thereto as if they were therein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contents herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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ADVERTISEMENT FOR BIDS
BID # 15156

The City of Little Rock, Arkansas, will receive bids for the improvements **LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS** until **September 15, 2015 at 2 PM** local time in the Purchasing office, City Hall Suite 300, 500 West Markham Street, Little Rock, Arkansas 72201, at which time and place all bids will be publicly opened and read aloud. A pre-bid meeting is scheduled for September 10, 2015 at 11 AM at the Little Rock Zoo Administrative Conference Room. To schedule an appointment at any other time bidders must contact Johnny Marchant, at (501) 952-0854 or the Engineer, Adam Triche, at (501) 371-0272. The administrative entrance is located on Monroe Street. Access to the site at any other time must be scheduled in advance with the Zoo Facilities Operations Manager.

In general, the improvements will consist of the following:

Addition of black oxide steel safety mesh at the Big Cat & Great Ape displays, including all attachment elements including but not limited to stainless steel cable, eyebolt, epoxy anchor, steel post, timber post, etc.

Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond and other contract documents may be examined at the following locations:

- (1) Southern Reprographics, Inc.
901 West 7th Street
Little Rock, AR 72201
Phone: (501) 372-4011
Fax: (501) 372-2902

Copies of the Contract Documents may be obtained from Southern Reprographics, Inc. at cost. NO REFUNDS will be made.

All terms and conditions of the General Specifications must be strictly adhered to.

A certified check or bank draft, payable to the order of the City of Little Rock, Arkansas, or satisfactory bid bond executed by the bidder and an acceptable surety in an amount equal to five percent (5%) of the total of bid shall be submitted with each bid.

Each bidder must be in compliance with all requirements of the Invitation to Bid and Instructions to Bidders.

Each bidder must be in compliance with the requirements of Act 150 of 1965, effective June 9, 1965, subject to any subsequent amendments, which is the current Arkansas State Licensing Law for Contractors.

Each bidder must be in compliance with the requirements of Act 1015 of 2013, which became effective on August 16, 2013. **Pursuant to Act 1015 of 2013, all bonds submitted to CLR (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any bid bonds submitted by a bidder that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.**

Any performance and payment bonds provided by the successful bidder that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as the contractor's default in failing to execute and deliver the contract and bonds. In such case, the contractor is liable to the City in the amount of the 5% bid surety.

To verify current list of surety companies, please go to:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm and search surety company name in the A to Z database listing.

The City reserves the right to reject any or all bids, or to waive any informalities in bidding. Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

The City invites bids on the form attached to the Instructions to Bidders. Bids are to be prepared and submitted in accordance with the provisions in the Instructions to Bidders.

The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. **No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.**

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on the project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information; and must require such compliance in contractual agreements with subcontractors and sub-subcontractors.

The City of Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

CITY OF LITTLE ROCK, ARKANSAS

Abdoul Kabaou

Purchasing Manager

LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS

DATE: _____

BID NO: **15156**

INFORMATION FOR BIDDERS

1. Project Site

The location of the project is at the Little Rock Zoo, One Zoo Drive, Little Rock, Arkansas at current Big Cat and Great Ape Displays.

2. Receipt and Opening of Bids

The City of Little Rock, Arkansas invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City at the Purchasing Agents office, Room 300, 3rd Floor of City Hall, Little Rock, Arkansas, 72201 at the time shown on the "Invitation to Bid", and then at said place publicly opened and read aloud. The envelopes containing the bids will be prepared as indicated below.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. **No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.**

3. Preparation of Bid

These contract documents include a complete set of bidding and contract forms that are for the convenience of bidders and are not to be detached from the contract documents, filled out or executed. Separate copies of Bid Forms are to be furnished for that purpose.

Each bid must be submitted on the prescribed forms as well as accompanied by a Bid Bond. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. The bidder shall sign his Proposal in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of proposals or submitted with the Proposal. Each bid must be submitted in sealed envelopes to be furnished by the Bidder and designated as shown. At the time of bid opening, the envelope containing the bid and bid bond will be opened and read aloud for the purpose of acknowledging the low bidder. After all bids and required contract documents have been thoroughly checked by the City, the successful bidder will be announced and personally informed. Should a low bidder fail to execute all required documentation qualifying his bid, the bid may be rejected and the next lowest bidder awarded the work if he has qualified.

Each bid must be submitted in three sealed envelopes to be furnished by the Bidder and designated Envelopes “A”, “B” and “C”.

ENVELOPE "A" - SHALL CONTAIN

Include:

- 1. Bid Form Proposal & Addendum Acknowledgement (If Applicable)**
- 2. Bid Form Bid Schedule**
- 3. Bid Bond Guarantee (5% of bid)**

ENVELOPE "B" - SHALL CONTAIN

Include:

- 1. Bid Form Statement of Bidder's Qualifications:**
2. List of Contacts

<u>Principals</u> Name(s) Home Address, City, State and Zip Code	<u>Firm</u> Name Treasury Number Business Address, City, State and Zip Code

Business Phone & Fax Number(s) **Business Phone & Fax Number(s)**

- ### 3. Certification of Current Arkansas State Contractor's License

ENVELOPE "C" - SHALL CONTAIN

Envelopes “A” and “B” to be enclosed in Envelope “C”.

Envelope “C” will be clearly marked with return address, City address, and name and bid number of project as follows:

FROM: _____ (Name of Concern)
ADDRESS: _____ (Street or P. O. Box)
 _____ (City, State, Zip Code)

**TO: City of Little Rock Purchasing Officer
Room 300, City Hall
Little Rock, AR 72201**

LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS

Bid No.: 15156

4. Method of Bidding

The Owner invites the following bid(s). No alternate bids will be considered unless alternate bids are specifically required by the contract documents.

5. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner requests. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. **The Owner also reserves the right to reject any bid if the work history of such bidder indicates that the bidder is not a responsible contractor.** Conditional bids will not be accepted. The bidder must submit with his bid the "Statement of Bidder's Qualifications" as furnished with these contract documents. Furthermore, the bidder must be able to communicate and submit documents electronically. The Bidder must also meet all City, State and Federal regulation and be able to provide examples of three successfully completed similar projects.

6. Bid Security

Each bid must be accompanied by a certified cashier's check or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid.

Such cashier's checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks and bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to the Owner (bid bonds and Performance/Payment Bonds) must be issued by surety companies that are listed on current United States Department of Treasury's Listing of Approved Sureties. Any bid bonds submitted by a bidder that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.

Any performance and payment bonds provided by the Contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds. In such case, the contractor is liable to the project owner in the amount of the 5% bid surety.

To verify current list of surety companies, please go to:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm and search surety company name in the A to Z database listing.

7. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his or her failure or refusal to execute and deliver the contract and bonds required within 10 days after receipt of notice of acceptance of his or her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with bid.

8. Time for Completion

Before bidding on this project, each bidder shall become fully informed of any and all utility relocation requirements on the site. The Contract will require the Contractor to begin the work to be performed within ten (10) calendar days after the date of receipt of the Notice to Proceed, and to complete the **Big Cat display by January 31, 2016. At that point a 120 consecutive day contract extension will be issued for completing the Great Ape display.** After

receipt of said notice provided, within ten (10) calendar days of the notice of acceptance of his bid, the bidder shall notify the City of any utility relocation issues or concerns regarding the construction site. Should problems with utility relocation on the work site necessitate a different time for work to commence and end, the City and the bidder will meet and negotiate a time period for beginning work and completing work.

NOTE: The City may exercise its option to delay issuing the "Notice to Proceed," not to exceed sixty (60) days after the date of entering into the Contract. Calendar days are calculated to allow for adequate time to complete project. Included in the total calendar days are non-working days for this project. Typically the contractor will be allowed only to work between 7 a.m. and 5 p.m. Monday through Friday unless otherwise approved by the Zoo's Project Manager in writing. In an effort to reduce the chance of liquidated damages with respect to weather conditions, a monthly allowance of estimated workdays cancelled due to weather is included in this contract. Any days above and beyond this monthly allowance will extend the allowable contract period. (See Monthly List - **Appendix "B"**)

9. Liquidated Damages for Delay in Completion

As actual damages for any delay in completion of the work which the Contractor will be required to perform under the Contract are impossible to determine, the Contractor and his or her Sureties will be liable for and shall pay to the City the sum of **Five Hundred and No Dollars (\$500.00)** as fixed and agreed as liquidated damages for each calendar day of delay from the date stipulated pursuant to the preceding paragraph (8), or as it may be modified in accordance with Section 19 of the General Conditions, until such work is satisfactorily completed.

10. Conditions of Work

Prior to submitting their bid, each bidder must become fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all material and labor necessary to carry out the provisions of his contract.

In so far as possible the Contractor, in carrying out his or her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations

An interpretation of the meaning of the plans, specifications or other pre-bid documents will not be made to any bidder verbally. Every request for such interpretation should be in writing addressed to the Engineer who prepared these contract documents and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Little Rock website at www.littlerock.org as an addendum, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his or her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under contract and furnishing materials in connection with this contract as specified in the general conditions included herein. The surety that issues such bond or bonds shall be authorized to do business in Arkansas and listed as an approved surety on the U.S. Department of Treasury list. The use of Arkansas Performance and Payment Bond Form is mandatory. A copy is included in these documents.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

The bidder's attention is directed to the proposed agreement included in the Contract Documents.

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities that have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified, Responsive and Responsible Bidder

If deductive alternates are requested, they will be selected on the basis of funds available and may vary from none to all requested. Selections may not be in the order of the listings. The contract will be awarded to a single **qualified, responsive**, responsible bidder submitting the lowest total price for the base bid if the low total bid is reasonable and it is in the interest of the Owner to accept it. The Owner may disqualify a bidder if, upon checking references and records of his performance under other contracts, **and upon checking the bidder's history of litigation**, the Owner concludes that he or she is not qualified to execute the work according to specifications **or is not a responsible contractor**.

17. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his or her bid.

18. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and in addition to specific safety and health regulations described by Chapter XVII, Occupational Safety and Health Administration, Department of Labor, Part 1926, Occupations Safety and Health Regulations for Construction. Projects with trenching or excavation which exceeds five feet in depth shall comply with Arkansas Code Annotated 22-9-212; an act to require the inclusion in all bids for public works projects a separate price pay item for trench or excavation safety systems and to invalidate bids which do not contain such provisions. The contract bid form shall include a separate pay item for trench or excavation safety systems and be included in the base bid. In the event a contractor fails to complete a separate pay item as set forth above, the bid shall be considered invalid and declared non-responsive. The current edition of OSHA Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, is incorporated by reference in the Contract Documents.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at Contractor's on-site office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons including employees, who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

19. Arkansas State Licensing Law

- a. Attention of bidders is particularly called to the requirement that bidders must be in compliance with the requirement of Arkansas Act 150 of 1965, as amended (codified at Ark. Code. Ann. §§ 17-25-101 et seq.), which is the current Arkansas State Licensing Law for Contractors.
- b. Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and include in the submission of the bid a certification substantially in the form herein provided to the effect that he has a current Arkansas State Contractor's License in compliance with the requirements of the aforementioned law.
- c. Bids Submitted by a "Joint Venture / Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the bid form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.

20. Schedule of Work-

- 1 COVER SHEET
- 2 SITE LAYOUT
- 3 SITE DETAILS
- 4
- 5
- 6
- 7
- 8

21. Subcontractors

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract must possess a current Arkansas Contractors License, must be able to obtain bonding, and must be acceptable to the City.

22. Temporary Erosion Control – Not Applicable

23. Project Information Kiosk – Not Applicable

24. Prevailing Wage Rates

According to labor classification under regulations established by the Arkansas Department of Labor, prevailing wage rates are applicable to this project unless otherwise waived or exempted. The Prevailing Wage Rate Determination Schedule, if applicable, is inserted in Appendix "A".

25. Small, Minority and Women Business Enterprises

Pursuant to State Act 1310 of 1999 (Attached in APPENDIX C), the following statement is applicable for any construction project exceeding \$75,000:

The City of Little Rock encourages participation of Small, Minority and Women Business Enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor of subcontractor. It is further requested that whenever possible, Majority contractors who require sub-contractors, seek qualified Small, Minority and Women owned Businesses to partner with them.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and _____ as Surety, are
hereby paid and firmly bound unto City of Little Rock as owner in the penal sum of _____ for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns. Signed: This _____ day of _____, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to City of Little Rock a
certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the **LITTLE
ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS**

NOW, THEREFORE:

- (a) If said bid shall be rejected, or in the alternate.
- (b) If said bid shall be accepted and the principal shall execute and deliver a contract on the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

Principal

By: _____

Surety

By: _____

BID FOR PHYSICAL IMPROVEMENTS

Place: Purchasing Office, Suite 300 City Hall

Date: _____

Project No: _____

Proposal of _____ (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of _____,* a partnership, or an individual doing business as _____. To the City of Little Rock, Zoo, Little Rock, Arkansas (hereinafter called "Owner").

Bidders:

The Bidder, in compliance with your invitation for bids for the construction of **LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS Bid No. 15156**, having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract with ten (10) calendar days after he receives the written "Notice to Proceed" of the Owner and to fully complete the Big Cats display by January 31, 2016. At that point a one hundred twenty (120) consecutive days contract to complete the Great Ape display has been issued thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the special conditions.

Bidder acknowledges receipt of the following addendum:

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

Bidder agrees to perform all the improvement work described in the specifications and shown on the plans for the following unit and lump sum price on the following page:

*Indicate corporation, partnership or individual as applicable.

BASE BID LUMP SUM LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS.

Addition of black oxide steel safety mesh at the Big Cat & Great Ape displays, including all attachment elements including but not limited to stainless steel cable, eyebolt, epoxy anchor, steel post, timber post, etc.:

_____ Dollars (\$_____)

LUMP SUM BASE BID

\$_____

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the attached formal contract within 10 days and deliver a surety bond or bonds as required by Section 22 of the General Conditions. The bid security attached in the sum of: _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Print Bidder Name

By _____
Signature

Title: _____

(Street Address)

(Seal- if bid is by a corporation)

(City, State, Zip)

STATEMENT OF BIDDER'S QUALIFICATIONS
(Facilities Improvement Contractor)

(To be submitted by the Bidder with Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to satisfactorily complete any work awarded to you and receive final payment?
9. Have you ever been declared by a project owner to be in default on a contract? If so, where and why?
10. For the past five years, has your company had any judgments filed against it for failure to pay materials suppliers or subcontractors or for damages to property that occurred in the course of constructing a project? If so, please provide a list of the judgments and explanations as needed.
11. For the past five years, has your company had any liens, judgments, or certificates of indebtedness for failure to pay taxes or workers compensation insurance? If so, please provide a list of the liens, judgments, or certificates of indebtedness and explanations as needed.
12. Has your company had any default judgments filed against it? If so, please provide a list of the default judgments and explanations as needed.
13. List the three similar projects recently completed by your company, stating the approximate cost for each, the month and year completed and the name, phone # and contact person representing the Owner.
14. List your major equipment available for this contract.
15. Experience in construction work similar in importance to this project.
16. Background and experience of the principal members of your organization, including the officers.
17. Credit available: \$ ____
18. Give bank references _____
19. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Little Rock, Arkansas?
20. Bidder must be able to communicate and submit documents electronically.
21. Bidder must be able to meet all City State and Federal regulations.
22. The City of Little Rock selects its board and commission members through a process that utilizes an executive session. Under Arkansas law, this fact deems a volunteer an employee for a limited purpose. The City cannot contract with an employee, and cannot contract with a corporation with an employee in an executive or managerial position who also serves as a volunteer on a City board or commission unless it first passes an ordinance to approve the contract. Is any person involved with this Bid an employee of the City, or a volunteer board or commission member who also holds an executive or managerial position with the Bidder?
____yes____ no. If the answer is "yes," please identify the person(s) and the nature of the relationship.
_____. THIS DOES NOT
MEAN that the Bidder is disqualified; but, the apparent successful Bidder will not be selected if the Board of Directors fails to pass an ordinance to authorize the contract, regardless of the amount.
23. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this ____ day of _____, 2015.

_____ (Name of Bidder)	By: _____
State of _____	Title: _____
	County of _____

**CERTIFICATION OF CURRENT ARKANSAS
STATE CONTRACTOR'S LICENSE**

State of _____

County of _____

_____(Print Name), being first duly sworn, deposes and says that:

- (1) They are the _____ (owner, partner, officer, representative or agent) of
_____ (Company), the bidder submitting the bid included in these documents.
- (2) They currently have a valid license in full force and effect to do business in the State of Arkansas as a Contractor pursuant to the provisions of the Arkansas Statutes (Act 150 of 1965, effective June 9, 1965).
- (3) Their Arkansas State Contractor's License No. is _____.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this ____ day of _____, 2015.

(Signature)

(Printed Name)

My Commission expires _____

Seal :

ARKANSAS PERFORMANCE AND PAYMENT BOND

(14-604 Arkansas Statutes)

(MANDATORY FORM)

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, (2) _____, hereinafter called "Principal" and (3) _____ of _____, State of _____, hereinafter called the "Surety," are held and firmly bound unto (4) CITY OF LITTLE ROCK, hereinafter called "Owner" in the penal sum of _____ dollars (\$_____), in lawful money of the United States for the payment of which sum well and truly to be made, said principals and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, _____, a copy of which is attached and made a part hereof for the **LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS BID #15156**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and safe harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, all amounts due for, but not limited to, materials, lubricants, oil, gasoline, coal and coke, repair on machinery, equipment and tools consumed or used in connection with the construction of said work, fuel oil, camp equipment, food for men, feed for animals, premium for bonds and liability and workmen's compensation insurance, rentals on machinery, equipment and draft animals; also for taxes or payments due the State of Arkansas or any political subdivisions thereof which shall have arisen on account of, or in connection with, the wages earned by workmen covered by the bond; and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety agrees the terms of this bond shall cover the payment by the principal of not less than the prevailing hourly rate of wages as determined by the Arkansas Department of Labor or U.S. Secretary of Labor, whichever is greater, to all workmen performing work under the contract.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract as to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this ____ day of _____, 2015.

ATTEST:

(Principal)

Secretary (Principal)

(SEAL)

Witness as to Principal

(Address)

ATTEST: _____
(Address)

Secretary (Surety)
(SEAL)

By _____
(Title)

(Address)

(Surety)

By _____(6)
Attorney-in-Fact

Witness as to Attorney-in-Fact

Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond
- (6) Must be executed by Arkansas Local Resident Agency for Surety

CONTRACT

THIS CONTRACT is entered into this ____ day of _____, 2015, by and between _____ (“Contractor”) and the City of Little Rock, Arkansas (“Owner”).

WITNESSETH:

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as:

A construction project referred to as LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS and all extra Work in connection therewith (collectively the “Project”) in accordance with the Bid Specifications for Little Rock **BID # 15156** and the Contract Documents identified in Section 2 below; the Work shall be performed at Contractor’s own proper cost and expense to furnish all of the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the Project in accordance with the prices stated in the Contractor’s Bid.

All Work shall be in exact accord with the Contract Documents and completed to the satisfaction of the Owner and in accordance with all applicable state, local and federal laws, rules, regulations, orders and permits. The Owner shall have direct Contract supervision. The Work shall be subject to inspection and approval at all times by the appropriate city, state and federal agencies.

Article 2. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the Owner and Contractor concerning the Work consist of the following:

- (a) This Contract;
- (b) Bid Addenda Number(s) _____;
- (c) Advertisement for Bids and Information for Bidders;
- (d) Contractor’s Bid;
- (e) Bid Specifications for Bid # 15156;
- (f) All required Certifications and Licenses;
- (g) Performance and Payment Bond;
- (h) General Conditions;
- (i) Special Conditions;
- (j) Technical Specifications;
- (k) Special Specifications;
- (l) Plans (See Schedule of Drawings);
- (m) Notice to Proceed; and
- (n) All written amendments executed by the Owner and Contractor modifying the Contract Documents.

There are no other Contract Documents other than those listed in this Article 2.

Article 3. CONTRACT TIME.

- 3.01. **Commencement.** The Contractor shall commence Work under this Contract within ten (10) calendar days after Contractor receives written Notice to Proceed from the Owner. The City may exercise its option to delay issuing the Notice to Proceed for a period not to exceed sixty (60) calendar days after this Contract is executed.
- 3.02. **Completion.** The Work described in this Contract for the Big Cat display shall be completed by January 31, 2016. At that point a one hundred twenty (120) consecutive calendar-day contract extension will be issued for completing the Great Ape display. This requirement is subject to the termination provisions set forth herein and in the General Conditions.
- 3.03. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence for this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in subsection 3.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner the sum of \$500.00 for each day that expires after the time(s) specified in subsection 3.02 of this Contract for completion of the Work until the Work is complete and ready for final payment. The Owner has the right to withhold any such sums as liquidated damages from the final payment to the Contractor.

Article 4. CONTRACT PRICE.

- 4.01. **Contract Price.** Payment for Work performed pursuant to the Contract Documents shall be in accordance with the prices stated in the Contractor's Bid. The maximum total Contract Price payable by the Owner to the Contractor shall be \$ _____, except as authorized in writing signed by the Owner's City Manager, with approval of the Owner's Board of Directors if required.
- 4.02. **Payment.** The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions, and to make payments on account thereof as provided in the General Conditions, "Payments to Contractor." For purposes of retainage required pursuant to Arkansas Code Section 22-9-604, the Work performed for the Big Cat Display and the Work performed for the Great Ape Display shall be treated as separate projects or phases. Contractor's Applications for Payment shall include applicable sales tax. Contractor shall remit applicable sales tax to the Arkansas Department of Finance Administration.

Payments shall be made payable to _____ and submitted to _____
_____ at the following address: _____
_____.

Upon final completion and acceptance of the Work in accordance with the Contract Documents, and after the Owner receives ALL lien waivers and ALL other required documentation from the

Contractor, Owner shall pay the remainder of the Contract Price as provided in the General Conditions.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 5.01. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor covenants and agrees to comply with all applicable laws, statutes, regulations, ordinances, orders and permits relating to the performance of this contract.
- 5.02. Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, and accepts the determination of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.
- 5.03. Contractor has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to in this Article 5, which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Documents. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.04. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.05. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.06. Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

Article 6. PROJECT COORDINATOR AND CONTRACTOR'S SUPERVISOR.

The Project Coordinator for the Owner is: Jj Muehlhausen, 1 Zoo Drive, Little Rock, AR 72205, Ph. 501-661-7230.

The Construction Supervisor for the Contractor is:

Article 7. NOTICE.

- 7.01. **Notice and Written Communication.** Notices required by this Contract shall be in writing and delivered via United States mail (postage prepaid), commercial courier, or sent by facsimile or other electronic means. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated in Article 6 above.
- 7.02. **Modifications of Contact Information.** The contact information listed above may be changed upon fifteen (15) calendar days' written notice to the other party.

Article 8. MODIFICATIONS.

- 8.01. **Contract.** Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- 8.02. **Contract Price.** The total Contract Price shall not be increased above \$ _____ without prior written approval signed by the Owner's City Manager and, if needed, the prior approval of the Owner's Board of Directors in the form of a Board resolution.
- 8.03. **Change Order.** The Owner may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract. Any changes to the Work shall be set forth in writing in a Change Order signed by the City Manager or the City Manager's designee. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the City Manager.

Article 9. INSURANCE AND BONDING.

- 9.01. **Insurance.** Contractor agrees to purchase, at its sole cost and expense, adequate Workers Compensation Insurance for its employees who perform work on this Project, and to require that its subcontractors purchase adequate Workers Compensation Insurance for the subcontractor's employees who perform work on this Project. Contractor agrees to purchase, at its sole cost and expense, insurance coverage required by the General Conditions. Required insurance policies shall be provided by an insurance company that is authorized to do business in Arkansas. Contractor shall furnish certificates to the Owner prior to issuance of the Notice to Proceed. Such certificates shall provide that the Owner is to receive written notice of cancelled policies a minimum of thirty (30) days before the cancellation or expiration of the policy. Insurance certificates for all required insurance policies shall be submitted to the Owner's Project Coordinator.
- 9.02. **Performance and Payment Bond.** Contractor shall obtain and provide a Performance and Payment Bond for the full amount of this Contract with a one-year General Warranty. Such Performance and Payment Bond must be submitted to the Owner upon execution of this

Contract. Performance and Payment Bonds shall be issued to the City of Little Rock.

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to Owner must be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any performance and payment bonds provided by the Contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds.

Article 10. MINIMUM PREVAILING WAGES.

10.01. Minimum Prevailing Wage. Contractor shall pay all workers performing work under this Contract not less than the prevailing hourly rate of wages as found by the Department of Labor or determined by the court on appeal.

10.02. Grounds for Contract Termination. In the event that it is found by the Owner that any laborer or mechanic employed by the Contractor or by the Contractor's subcontractor, if any, has been or is being paid a rate of wages less than the rate of wages required by this Contract to be paid, the Owner may by ten (10) days written notice to the Contractor, terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay the required wages. The Contractor or the Contractor's surety shall be liable to the Owner for any excess costs occasioned thereby.

Article 11. TERMINATION.

11.01. Termination for Convenience by the Owner. The Owner reserves the right to terminate this Contract, without any penalty whatsoever, upon thirty (30) days' notice to the Contractor for loss of public funding or for cancellation of the Project.

11.02. Termination for Cause. If either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within twenty (20) calendar days after the receipt of written notice of default, and except for default under Section 10.02 above which must be cured within ten (10) calendar days, the defaulting party will have thirty (30) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys and reports prepared by the Contractor shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section 4.01 above.

Article 12. MISCELLANEOUS.

- 12.01. **Protection of Property.** Contractor shall promptly repair, at Contractor's own cost and expense and to the complete satisfaction of the Owner, damage caused by Contractor or Contractor's employees or agents at the Work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by Contractor's act, or the acts of Contractor's employees or agents, while in the execution of the Work specified.
- 12.02. **Binding Agreement.** Owner and Contractor each binds themselves, their partners, successors and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 12.03. **Assignment.** Contractor shall not let, assign, or transfer this Contract, or any interest therein, without the prior consent of the Owner in writing signed by the Owner's City Manager.
- 12.04. **Nondiscrimination and Equal Opportunity.** Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual because of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, disability, national origin, marital status, sexual orientation, gender identity, or genetic information. The Contractor will take appropriate action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, age, national origin, disability, marital status, sexual orientation, gender identity, or genetic information. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees, such notices as may be provided by the Owner setting forth the provisions of this non-discrimination clause.

Contractor agrees to comply with the Americans with Disabilities Act and the Equal Employment Opportunity Act, as well as regulations promulgated pursuant thereto, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

- 12.05. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of Arkansas. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.
- 12.06. Nothing contained in the Contract Documents shall create a contractual relationship with, or cause of action in favor of, a third party against the Owner or Contractor.

- 12.07. **Independent Contractor.** It is expressly agreed that Contractor is acting as an independent contractor in performing the Work described herein. The Owner shall carry no Workers' Compensation Insurance, health or accident insurance to cover the Contractor or Contractor's employees for any type of loss, which might result to the Contractor, or the Contractor's employees in connection with the performance of the Work set forth in this Contract. The Owner shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Contractor is not acting herein as an employee of Owner, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.
- 12.08. **Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of the Contract Documents is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Contract Documents, as if such invalid or unconstitutional provision was not originally a part of the Contract Documents.
- 12.09. **Statute of Limitations.** The statute of limitation period shall be tolled for any fraudulent act committed by the Contractor that the Owner cannot discover upon due diligence.
- 12.10. **Authorized Signatories.** The officials who have executed this Contract hereby represent and warrant that they have full and complete authority to act on behalf of the Owner and Contractor, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.
- 12.11. **Executed Copies.** This Contract shall be executed in the original, and any number of copies. Any copy of this Contract so executed shall be deemed an original, and shall be deemed authentic for any other use.
- 12.12. **Statutory Immunity.** Nothing stated within the Contract Documents shall be construed as limiting the Owner's immunity from liability in tort.
- 12.13. **Arbitration.** The Owner does not agree with or consent to arbitration or mediation of disputes relating to this Contract or Project.
- 12.14. **Indemnification.** The Contractor agrees to indemnify and save harmless the Owner, its officers, agents and employees from:
- (A) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this Contract; and
 - (B) Any claims or losses resulting to any person or firm injured or damaged by the actions of the Contractor or the Contractor's employees, including disregard of federal and state statutes or regulations, in the performance of this Contract.

The Contractor further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of

this Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the Owner, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.

- 12.15. **Lien Waivers.** The Contractor shall ensure that the Owner receives lien waivers from all subcontractors, sub-subcontractors and material suppliers before final payment to the Contractor.
- 12.16. **No Waiver of Enforcement of Contract Provisions.** Failure of the Owner to enforce at any time any of the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract, or any part thereof, or the right of the Owner to thereafter enforce each and every such provision.
- 12.17. **Entire Agreement.** The Contract Documents contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters. All prior or contemporaneous agreements, understandings, and statements, oral or written, are merged into the Contract Documents.
- 12.18. **Legal Review.** Both parties acknowledge that they have had full opportunity to review this Contract with legal counsel of their choice. This Contract shall be construed without regard to the identity of the person who drafted the provisions contained herein. Moreover, each and every provision of the Contract shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable.
- 12.19. **Captions.** All captions contained in the Contract Documents are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

[Signature Page Follows]

CONTRACTOR:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

ATTEST

Title: _____

Date: _____

Arkansas Contractor's License Number:

OWNER:

City of Little Rock, Arkansas

By: _____
Bruce T. Moore, City Manager

ATTEST: _____
Susan Langley, City Clerk

Date: _____

By: _____
Zoo Director

APPROVED AS TO LEGAL FORM:
Thomas M. Carpenter, City Attorney

By: _____
Debra K. Weldon
Deputy City Attorney

CERTIFICATE AND RELEASE

FROM: _____

TO: _____

CONTRACT _____ ENTERED INTO THE ____ DAY OF _____, 2015
BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND _____
OF _____

**FOR THE LITTLE ROCK ZOO SAFETY NET FOR BIG CAT & GREAT APE DISPLAYS FOR BID
15156 IN THE CITY OF LITTLE ROCK, ARKANSAS.**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby certifies that there is due from and payable by the City of Little Rock to the Contractor, under the Contract and duly approved Change Orders and modifications, the balance of \$_____. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items, which he claims are just and due and owing by the City of Little Rock to the Contractor: \$_____.

The undersigned certifies that all work required under this contract, including work required under Change Order(s) No._____, has been performed in accordance with the terms thereof, and that there are no unpaid for materials, supplies, or equipment, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract. The undersigned further certifies that any and all Subcontractors engaged for work under this Contract have been paid.

Except for the amount stated under paragraph 1 hereof, the undersigned has received from the City of Little Rock all sums of money payable to the undersigned under or pursuant to the above-mentioned Contract or any modification or change thereof.

That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the City of Little Rock from any and all claims arising under or by virtue of this Contract: provided, however, that if for any reason the City of Little Rock does not pay in full the amount stated in paragraph 1 hereof, said reduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 1 hereof, he will release the City of Little Rock from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the City of Little Rock may request.

IN WITNESS THEREOF, The undersigned has signed and sealed this instrument on the _____ day of _____, 2015.

SIGNATURE: _____

Name and Title: _____

_____, being first duly sworn on oath, deposes and says, first, that they are the _____ of the _____ and, second, that they have read the foregoing certificate and subscribed it in that official capacity. Affiant further states that the matters and things stated therein are, to the best of their knowledge and belief, true.

Subscribed and sworn to before me this _____ day of _____, 2015. My commission expires: _____
Notary

APPENDIX "A"

**ARKANSAS PREVAILING
WAGE RATE**

ASA HUTCHINSON
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

LEON JONES, JR.
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

August 7, 2015

Jj Muehlhausen
City of Little Rock (Zoo)
1 Zoo Drive
Little Rock, AR 72205

Re: SAFETY BARRIERS AT BCD & GAD
LITTLE ROCK ZOO
LITTLE ROCK, ARKANSAS
PULASKI COUNTY

Dear Jj Muehlhausen:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **15-102** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna K. Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination**Date:** 8/7/2015**Determination #:** 15-102**Expires:** 2/7/2016**Project:** Safety Barriers at BCD & GAD**Site:** Little Rock Zoo**City:** Little Rock, Arkansas**Project County:** Pulaski**Survey#:** 715-AH01**COUNTY(S) Group**

Pulaski 1

Saline

CLASSIFICATION**Basic Hourly Rate****Fringe Benefits**

Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$16.77	\$3.88
Carpenter	\$18.45	
Concrete Finisher/Cement Mason	\$16.40	
Electrician/Alarm Installer	\$24.30	\$4.00
Ironworker (Including Reinforcing Work)	\$17.38	
Laborer	\$12.50	
Millwright	\$19.50	\$7.36
Painter/Sheet Rock Finisher	\$18.15	
Pipelayer	\$13.85	
Plumber/Pipefitter	\$21.15	\$5.25
Aggregate Spreader	\$12.50	
Asphalt Paving Machine	\$15.85	
Backhoe - Rubber Tired (1 yard or less)	\$16.00	
Bulldozer, finish	\$19.15	
Bulldozer, rough	\$17.60	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$17.95	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$25.25	
End Dump (Dump Truck)	\$15.25	
Finishing Machine	\$12.50	
Front End Loader, finish	\$13.30	
Mechanic	\$17.80	
Oiler and Greaser	\$12.50	
Roller	\$16.70	
Scraper	\$12.50	
Excavator/Trackhoe	\$16.40	
Truck Driver (Excludes Dump Truck)	\$18.30	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/3/2015

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

8/7/2015

8:53 AM

Page 1 of 1

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: SAFETY BARRIERS AT BCD & GAD
LITTLE ROCK ZOO
LITTLE ROCK, ARKANSAS
PULASKI COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 15-102** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

APPENDIX "B"

**CODE 18-52 SUBSECTION (B) (12)
HOLIDAY SCHEDULE, &
WEATHER DAY ALLOWANCE**

ARTICLE II. - OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Sec. 18-51. - Penalty.

Sec. 18-52. - Noises prohibited generally.

Sec. 18-51. - Penalty.

Any person convicted of a violation of any of the provisions of this article shall be punished as provided in section 1-9.

Sec. 18-52. - Noises prohibited generally.

(a)

The creating of any unreasonably loud, disturbing and unnecessary noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare is prohibited.

(b)

The following acts, among others, are declared to be loud, disturbing and unnecessary noises unlawful, but this enumeration shall not be deemed to be exclusive:

(12)

1.

[Construction allowed.] Commercial and residential exterior and interior construction work including erection, excavation, demolition, or repair of any building and its components shall be allowed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Any work outside of these hours must be approved by the Project Manager. These construction hours shall be adhered to except in the case of urgent emergency in the interest of public health and safety and then only with written permission from the building codes division, which permission may be granted for a period not to exceed (30) thirty days while the emergency continues. If an emergency arises when permission is not obtainable, the necessary work may be done and reported to the building codes division at the earliest date that the office is open after the emergency arises and may grant permission retroactively to the beginning of the emergency. If the building codes division should determine that the public health and safety will not be impaired by the erection, demolition, excavation, alteration or repair of any building within the designated hours and if they shall further determine that loss of inconvenience would result to any party in interest, they may grant permission for such work to be done within such hours upon application being made at the time permit for the work is obtained. The building codes division may stop construction work at any time when the work disrupts or causes excessive disruptions of adjoining businesses or residential occupancies or is found to be detrimental to the health, safety and welfare of citizens.

2.

Working hours permit. In cases where construction-related work can only be performed other than the hours listed in 8-4(1) and 18-52(b)(12)1., a temporary work permit may be issued by the building codes division. Applicant must obtain permit prior to commencement of work and all referenced job construction permits must be obtained. If approved the permit may be issued from one (1) to seven (7) days. Applicant must take all precautions to avoid disturbing other adjacent occupancies. The building codes division reserves the right to revoke any temporary work permit if work disrupts or causes excessive disruptions of adjoining businesses or residential occupancies or is found to be detrimental to the health, safety and welfare of citizens.

ESTIMATED CANCELED WORKDAYS BECAUSE OF WEATHER

MONTH	WEATHER DAYS
JANUARY	7
FEBUARY	7
MARCH	7
APRIL	7
MAY	7
JUNE	5
JULY	5
AUGUST	5
SEPTEMBER	5
OCTOBER	5
NOVEMBER	7
DECEMBER	7

USED TO DETERMINE TIME OF COMPLETION FOR PROJECT

CITY OF LITTLE ROCK

HUMAN RESOURCES DEPARTMENT

500 W. Markham - Suite 130W - Little Rock, Arkansas 72201-1428

(501) 371-4590 & FAX (501) 371-4496

www.littlerock.org

TO: DEPARTMENT DIRECTORS

FROM: STACEY WITHERELL, DIRECTOR OF HUMAN RESOURCES

SUBJECT: 2015 HOLIDAY SCHEDULE

DATE: OCTOBER 31, 2014

The following holidays will be observed by the City's non-uniformed employees in 2015:

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	January 1, 2015 Thursday
Martin Luther King, Jr.'s Birthday	January 19, 2015 Monday
President's Day	February 16, 2015 Monday
Memorial Day	May 25, 2015 Monday
Independence Day	July 3, 2015 Friday
Labor Day	September 7, 2015 Monday
Veterans Day	November 11, 2015 Wednesday
Thanksgiving Day	November 26, 2015 Thursday
Christmas Day	December 25, 2015 Friday

If you have questions, please contact me at 371-4549.

APPENDIX "C"

CITY OF LITTLE ROCK

HOUSE BILL 1954

ACT 1310 OF 1999

**SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISES
PARTICIPATION**

Stricken language would be deleted from and underlined language would be added to law as it existed prior to the 82nd General Assembly.

1 State of Arkansas
2 82nd General Assembly
3 Regular Session, 1999
4

As Engrossed: H3/18/99 H3/23/99

A Bill

Act 1310 of 1999
HOUSE BILL 1954

5 By: Representatives J. Lewellen, Harris
6
7

For An Act To Be Entitled

8
9 " AN ACT TO AMEND ARKANSAS CODE 22-9-203 PERTAINING TO
10 PUBLIC WORKS PROJECTS."
11

Subtitle

12
13 "TO AMEND ARKANSAS CODE 22-9-203
14 PERTAINING TO PUBLIC WORKS PROJECTS BIDS
15 BY ENCOURAGING SMALL, MINORITY, AND
16 WOMEN BUSINESS ENTERPRISES."
17
18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
20

21 SECTION 1. Arkansas Code 22-9-203 is amended by adding a new subsection
22 at the end thereof to read as follows:

23 "(i) No contract providing for the making of major repairs, alterations
24 or for the erection of buildings or other structures, or for making other
25 permanent improvements shall be entered into by the state, any agency thereof,
26 county, municipality, school district, or other local taxing unit with any
27 contractor in instances where all estimated costs of the work shall exceed the
28 sum of seventy-five thousand dollars (\$75,000) unless the bid documents
29 contain statements which encourage the participation of small, minority, and
30 women business enterprises."
31

32 SECTION 2. All provisions of this act of a general and permanent nature
33 are amendatory to the Arkansas Code of 1987 Annotated and the Arkansas Code
34 Revision Commission shall incorporate the same in the Code.
35

36 SECTION 3. If any provision of this act or the application thereof to

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1 any person or circumstance is held invalid, such invalidity shall not affect
2 other provisions or applications of the act which can be given effect without
3 the invalid provision or application, and to this end the provisions of this
4 act are declared to be severable.

5

6 SECTION 4. All laws and parts of laws in conflict with this act are
7 hereby repealed.

8

/s/ J. Lewellen, et al

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APPROVED: 4/9/1999

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APPENDIX “D”
REPORTING FORM FOR WORK NEAR OVERHEAD HIGH VOLTAGE
POWER LINES AND CONDUCTORS

Mike Beebe
Governor



**STATE OF ARKANSAS
DEPARTMENT OF LABOR
ARKANSAS OCCUPATIONAL SAFETY & HEALTH**

James Salkeld
Director

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-9091 Fax: 501-682-4532 TRS: 800-285-1131

**REPORTING FORM FOR
WORK NEAR OVERHEAD HIGH VOLTAGE POWER LINES AND
CONDUCTORS**

This form must be completed by any person, firm, or corporation that desires to carry on any work or activity within ten feet (10') of overhead energized electrical lines or conductors. *Arkansas Code § 11-5-307*. The ten feet clearance applies to any part of any machinery, equipment or materials, as well as any employee or person.

Name of company or individual: _____

Address: _____ Phone Number: _____

Name & title of person filing report: _____

Date work to be performed: _____

Expected date of completion: _____

Has the operator of the electrical lines been notified? _____

IMPORTANT

*Arkansas Code § 11-5-307 also requires written notice to the owner or operator of the electrical lines. You must also make appropriate arrangements with the operator of the electrical lines **before** proceeding with any work which would violate the ten feet clearance requirement.*

The Arkansas Department of Labor provides free training on working safely near high voltage lines.

SEND NOTICE TO:

Arkansas Department of Labor
Safety Division
10421 West Markham Street
Little Rock, AR 72205
(501) 682-9091
fax: (501) 682-4532
e-mail: kevin.jooney@arkansas.gov

APPENDIX “E”
CONTRACT FOR EXCAVATION REPORTING FORM

Mike Beebe
Governor



State of Arkansas
Arkansas Department of Labor
Arkansas Occupational Safety and Health

James Sakkeld
Director

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-9091 Fax: 501-682-4532 TRS: 800-285-1131

CONTRACT FOR EXCAVATION REPORTING FORM

This form must be completed by any public body (state agency, county, municipality, school district, or other local tax unit or improvement district) awarding a contract for a public construction project which will involve any trench or excavation of five feet (5') or more. Arkansas Code § 22-9-212.

Name of Public Agency: _____

Address of Public Agency: _____

Contact Person: _____ Phone number: _____

Person Filing Report: _____

Name of General Contractor: _____

Address: _____ Phone number: _____

Name of any subcontractor doing trenching or excavation: _____

Subcontractor address: _____ Phone number: _____

Estimated start date: _____

Estimated completion date: _____

Site location/address/street/road: _____

Arkansas Code § 22-9-212 also requires that the current federal OSHA standard for excavation and trenching be incorporated into the project's specifications and that the contract bid form include a separate pay item for trench or excavation safety systems.

The Arkansas Department of Labor provides free training on trenching and excavation safety.

SEND NOTICE TO:

Arkansas Department of Labor
Safety Division
10421 West Markham Street
Little Rock, AR 72205-2190
(501) 682-9091
fax: (501) 682-4532
e-mail: kevin.looney@arkansas.gov

APPENDIX “F”
FEDERAL AND STATE LAWS AND REGULATIONS

APPENDIX

**Contractor is responsible for adherence to all applicable
Federal and State Laws and Regulations
including, but not limited to,
the following and any applicable amendments:**

Ark Act 291 of 1993

Trench and Excavation Safety Systems

Code of Federal Regulations Title 29

website: <http://ecfr.gpoaccess.gov/>

Arkansas State Licensing Law for Commercial Contractors

website: www.arkansas.gov/clb